

ANNEX 18

ESF-18 – DONATED GOODS AND VOLUNTEER SERVICES

PRIMARY: Budget and Control Board, General Services Division

SUPPORT: South Carolina Emergency Management Division; State Guard; Carolina Conference Adventist Disaster Response; Department of Parks, Recreation and Tourism; Department of Health and Human Services; Department of Revenue; Department of Social Services; Department of Labor, Licensing, and Regulation; Department of Health and Environmental Control; Department of Employment and Workforce; South Carolina State Housing Finance and Development Authority; South Carolina Food Bank Association (Feeding America); SC Baptist Convention; United Way Association of South Carolina; Department of SC - Veterans of Foreign Wars (VFW) of the US; SC VOAD

I. INTRODUCTION

A. State assistance under this function consists of two components:

- Donated Goods - Consist of commodities provided by public and private sources without charge to the government.
- Volunteer Services - Consist of assistance provided by personnel without charge to the government.

B. Historically, the public has responded to disasters with offers of donated goods and volunteer services.

C. In large-scale disasters, public response is often significant and the scope of this emergency function is to manage the volume of this assistance and ensure the expeditious delivery of solicited and/or unsolicited donated goods and volunteer services to the affected area.

II. PURPOSE

Facilitate the acceptance and delivery of solicited and/or unsolicited donated goods and volunteer services to support relief efforts in disaster areas.

III. CONCEPT OF OPERATION

A. The Budget and Control Board, General Services Division, is the lead agency for ESF-18 and is responsible for the coordination of all ESF-18 administrative, management, planning, preparedness, mitigation, response, and recovery activities to include developing, coordinating and maintaining the ESF-18 SOP.

B. ESF-18 supporting agencies must assist the Budget and Control Board, General Services Division, in the planning and execution of the above.

- C. ESF-18 personnel will be trained on the principles of the National Incident Management System (NIMS) and Incident Command and integrate those principles into all ESF-18 planning and response operations.
- D. ESF-18 personnel will be familiar with the National Response Framework and the corresponding FEMA Annex with Federal counterpart concepts, actions and responsibilities. This familiarization will include but not be limited to the structure, organization, functions and responsibilities of the Incident Management Assist Teams (IMATs), Interagency Incident Management Groups (IIMG) and the Joint Field Office (JFO).
- E. ESF-18 may be activated to different levels of staffing as directed by Chief of Operations and coordinated with the ESF-18 lead agency.
- F. ESF-18 will coordinate with all supporting and other appropriate departments/agencies and organizations for operational readiness in time of emergency.
- G. In coordination with and in support of the Counties, ESF-18 will assess the situation (both pre- and post-event), and in coordination with local Emergency Management officials, develop strategies to respond.
- H. Offers of Solicited and/or Unsolicited Donated Goods And Volunteer Services
 - 1. Operators of the Donated Goods and Volunteer Services Call Center will handle all offers of solicited and/or unsolicited donated goods. Offers of solicited and/or unsolicited volunteer services will be handled by referring the potential volunteers to the GET CONNECTED website, www.getconnected.uwasc.org, or by entering the volunteer information into GET CONNECTED if the volunteer has no internet access.
 - 2. Operators will enter data into the National Donations Management Network (NDMN).
 - 3. Under certain circumstances solicited and/or unsolicited donated goods and volunteer services (used clothing and bottled water) may not be accepted.
- I. Donations
 - 1. A Volunteer/Donations Coordination Team will manage solicited and/or unsolicited donations and requests for donated goods.
 - 2. Cash. Solicited and/or unsolicited donations of cash will be handled through the NDMN.
 - 3. Drugs. Solicited and/or unsolicited donated drugs are NOT accepted in any situation unless the donator can provide a pedigree for the product.

4. Facilities. Solicited and/or unsolicited offers of donated facilities will be referred to ESF-7 (Finance and Administration).
5. Non-Food Items
 - a. Normally, non-food solicited and/or unsolicited donated goods items will be delivered to a central warehouse managed by the Carolina Conference Adventist Disaster Response (ADR).
 - b. The Volunteer/Donations Coordination Team will decide the usefulness of solicited and/or unsolicited donated goods that do not appear on the pre-approved list of “needed” and “not needed” goods.
 - c. Pre-certified State and local groups, including volunteer organizations, will be allowed to request donated goods directly from the ADR warehouse.
 - d. Goods may be delivered, upon request, from the ADR warehouse to a local reception/distribution center.
6. Food Items
 - a. The central receiving point for solicited and/or unsolicited donated food items is Harvest Hope Food Bank (2220 Shop Road, Columbia, SC 29201), or upon the direction of Harvest Hope a central warehouse or affiliated food banks in the State as necessary.
 - b. Harvest Hope Food Bank will receive, inspect, store and distribute all solicited and/or unsolicited donated food items.
 - c. Harvest Hope Food Bank will distribute food in accordance with Feeding America Disaster Relief Plan.

J. Requests for Volunteer Services Management

1. A Volunteer/Donations Coordination Team consisting of the United Way Association of South Carolina and Voluntary Organizations Active in Disasters (VOADs) will manage requests for volunteer services as outlined in the United Way Association of South Carolina’s (UWASC) MOU with the South Carolina Emergency Management Division (SCEMD).
2. The SC Department of Health and Environmental Control (SCDHEC) Office of Public Health Preparedness will manage requests for medical volunteer services.

K. County Government Interface

1. County governments are encouraged to develop ESF-18 policies and procedures to certify and maintain a list of local relief agencies, areas, districts, municipalities, and etc. to request available support.
2. County governments are responsible for coordinating support for implementation of solicited and/or unsolicited donated goods and volunteer services including developing agreements with volunteer organizations.
3. Solicited and/or Unsolicited Donated Goods Receiving Areas
 - a. Solicited and/or unsolicited Donated Goods Receiving Areas are designated locations normally in the impacted area at which resources will be turned over to County or designated voluntary agency for distribution.
 - b. State assets may be used to augment Receiving Area operations.
 - c. Counties are encouraged to designate pre-approved solicited and/or unsolicited donated goods Receiving Areas for disaster victims.
4. Counties should designate a Volunteer Reception Center(s) and Point of Contact to receive solicited and/or unsolicited volunteers.

IV. ESF ACTIONS**A. Preparedness**

1. Coordinate with United Way Association of South Carolina, SC Voluntary Organizations Active in Disasters (SCVOAD), or other relief organizations as necessary to maintain a listing of available support services and capabilities.
2. Maintain a SOP and coordinate the Memorandum of Understanding (MOU) with other organizations to include but not limited to ADR, UWASC, and SC Food Bank Association (Feeding America).
3. General Services Division and ESF-24 (Business and Industry) will identify prospective staging area warehouses available for lease before an event occurs.
4. Develop procedures for the Volunteer/Donations Coordination Team for responding to donor offers of solicited and/or unsolicited donated goods and volunteer services.
5. Train and exercise ESF-18 support organization personnel.

6. Participate in State exercises. Conduct, at least annually, an ESF-18 exercise to validate this Annex and supporting SOPs.
7. Ensure procedures are in place to document costs for any potential reimbursement.
8. Provide ESF representation on the Recovery Task Force.
9. Plan for, train, and maintain appropriate plans to activate Donated Goods and Volunteer Services Call Center.

B. Response

1. Activate and notify state agencies and volunteer relief organizations when an emergency or disaster is threatening or has occurred as directed by SEOC Chief of Operations.
2. Activate the SC Donated Goods and Volunteer Services Management System (National Donations Management Network) as directed by SEOC Chief of Operations.
3. Implement MOU with ADR, SC Food Bank Association (Feeding America), United Way Association of South Carolina, and other organizations as required.
4. Coordinate procurement actions with ESF-7 (Finance and Administration) after activation of the SEOC to source prospective solicited and/or unsolicited donated goods warehouses available for lease. Final approval is through SEOC Operations Section.
5. Coordinate delivery of donated goods and volunteer services to the survivors; maintain records of services being provided, the location of operations and requirements for support.
6. Coordinate with Logistics Section for transportation of goods from the ACS warehouse or Harvest Hope to local Receiving Areas.
7. Ensure maintenance of accurate records of expenditures for State incurred expenses related to the delivery of services during emergency operations.
8. Coordinate with ESF-17 (Animal/Agriculture Emergency Response) to organize and manage animal and plant response donations.
9. Identify and provide a Liaison Officer for each EMAC request, to facilitate arrival and onward movement of EMAC support at appropriate staging area.

10. Upon notification, activate and manage Donated Goods and Volunteer Services Call Center.
11. Upon activation, coordinate with affected Counties on solicited and/or unsolicited donated goods and volunteer resource related activities.
12. Coordinate with SC VOAD.
13. Coordinate licensing requirements for volunteers.

C. Recovery

1. Scale down operations as requirements diminish and return to routine operations as soon as possible.
2. Evaluate solicited and/or unsolicited donated goods and volunteer services operations for effectiveness and revise plans to eliminate deficiencies.
3. Provide recommendations to the SEOC Chief of Operations to determine appropriate distribution of remaining donated goods to State Agencies and/or volunteer groups.
4. Assess unmet needs at the local level in providing resources and volunteers to meet those needs from available volunteer organizations.
5. Coordinate credentialing requirements for volunteers.
6. Support long-term recovery priorities as identified by the Recovery Task Force.

D. Mitigation

1. Support and plan for mitigation measures including monitoring and updating mitigation actions in the State Hazard Mitigation Plan.
2. Review, evaluate and comment on proposed State Hazard Mitigation Plan amendments, upon initiation and within review period.
3. Support requests and directives from the Governor and/or FEMA concerning mitigation and/or re-development activities.

V. RESPONSIBILITIES

A. General

1. State agencies will train personnel on EMAC procedures to include; identifying agency resources to sustain emergency operations, pre-scripting anticipated needs on specific EMAC messages, pre-identifying

and listing agency resources available for interstate and intrastate mutual aid missions and by maintaining related information in WebEOC.

2. Agencies will identify, train and assign personnel to staff, maintain contact with, and coordinate missions in support of ESF-18 during periods of activation.

B. Budget and Control Board, General Services Division

1. Coordinate training and operation of Donated Goods and Volunteer Services Call Center and Volunteer/Donations Coordination Team.
2. Provide a location for the Call Center of ESF-18, which will include adequate space, computers, Internet access, telephones, fax machines, copiers, and any other necessary equipment.
3. Maintain accurate records of personnel services and operational expenditures related to the delivery of services during emergency operations.
4. Develop procedures to scale down ESF-18 operations as requirements diminish and return to routine operations.
5. Develop procedures to distribute remaining donated goods to State Agencies and/or volunteer groups.
6. Coordinate with General Services Division, Real Property Services, to identify prospective solicited and/or unsolicited donated goods warehouses available for lease before an event occurs.
7. Coordinate the recruitment of representatives for the Volunteer/Donations Coordination Team of ESF-18.
8. Prepare a list of “needed” and “not needed” goods for Telephone Operators at the Donated Goods and Volunteer Services Call Center.
9. Coordinate and train primary and support agency personnel in the use of National Donations Management Network (NDMN).
10. Manage and develop procedures for the Volunteer/Donations Coordination Team of ESF-18 involving solicited and/or unsolicited donated goods and volunteer services.
11. Manage the callback process of notifying solicited and/or unsolicited donors of decisions in regard to their offer of questionable donated goods and all volunteer services.

12. Coordinate the linkage of requestors to donors of volunteer services. Requestors and solicited and/or unsolicited donors of these services are responsible for arranging locations, accommodations, and times to report.
13. Coordinate with UWASC, SCVOAD, and other relief organizations as necessary to provide Telephone Operators with an updated list of voluntary organizations' disaster response telephone numbers to refer all donors, specifically those with cash donations.
14. Coordinate with UWASC, SCVOAD, or other relief organizations as necessary to maintain a listing of available support services and capabilities. Communicate on a regular basis with SCVOAD Chairman and attend scheduled SCVOAD meetings.

C. South Carolina Emergency Management Division

1. Coordinate and train primary and support agency personnel in the use of WebEOC.
2. Coordinate and manage the pre-certification of local groups by County Emergency Operation Centers (local government) to request goods directly from ADR warehouse or other sources.
3. Maintain MOUs with ADR, SC Food Bank Association (Feeding America), UWASC, and other organizations as required.
4. Coordinate with County Emergency Operation Centers (local governments) to establish ESF-18 or a Donated Goods and Volunteer Services and Resources Point of Contact at the local level.
5. Identify State-level agencies to request donated goods from the donated goods warehouse and make this list available to ADR.
6. Coordinate the news release of the State's toll-free telephone number for the Donated Goods and Volunteer Services Call Center and the Get Connected volunteer management website through ESF-15 (Public Information) to the appropriate news media.
7. Assist Budget and Control Board with development of a list of "needed" and "not needed" goods for Telephone Operators at the Donated Goods and Volunteer Services Call Center.

D. Department of Employment and Workforce

Maintain and operate an employment telephone assistance hotline to address and resolve survivor's employment/unemployment issues

- E. Department of Health and Environment Control
 - Coordinate volunteer deployment of medical and behavior professionals and Medical Reserve Corp volunteers to disaster areas.
- F. Department of Health and Human Services
 - Provide personnel for telephone operators at the Donated Goods and Volunteer Services Call Center.
- G. Department of Labor, Licensing, and Regulation
 - 1. Provide personnel for telephone operators at the Donated Goods and Volunteer Services Call Center.
 - 2. Coordinate volunteer licensing responsibilities.
- H. Department of Parks, Recreation and Tourism
 - 1. Provide facilities at the Welcome Centers for the State Guard to assist truck drivers of solicited and/or unsolicited donated goods with disposition information.
 - 2. Assist State Guard in providing information to truck drivers of solicited and/or unsolicited donated goods if needed.
- I. Department of Revenue
 - Provide personnel for telephone operators at the Donated Goods and Volunteer Services Call Center.
- J. Department of Social Services
 - Provide personnel for telephone operators at the Donated Goods and Volunteer Services Call Center.
- K. State Guard
 - 1. Provide personnel at Welcome Centers to assist truck drivers of solicited and/or unsolicited donated goods with information concerning location of donated goods warehouse, etc.
 - 2. Provide State Liaison at the Donated Goods Warehouse.
 - 3. Provide liaison for ESF-18 at the SEOC.
 - 4. Provide telephone operators to staff the Donated Goods Call Center.

L. SC Food Bank Association (Feeding America)

1. Identify and assign personnel to ESF-18 to maintain contact with and coordinate missions in support of ESF-11 (Food Services) during periods of activation.
2. Provide ESF-18 with addresses of Harvest Hope Food Bank and other food banks in the SC Food Bank Association (Feeding America) with directional maps for faxing to donors.
3. Coordinate and manage operation of solicited and/or unsolicited donated foods inventory to include receipt, sorting, storage, and distribution of donated goods.
4. Provide reports to SEOC for distribution, as appropriate.

M. SC VOAD

1. Coordinate with ESF-18 personnel to ensure communications with SCVOAD agencies and organizations regarding their capacity to use solicited and/or unsolicited donated goods and volunteer resources.
2. Coordinate with Regional and County VOADs.

N. Adventist Community Services

1. Coordinate and manage operation of solicited and/or unsolicited donated goods inventory to include receipt, sorting, storage, and dispersal of donated goods.
2. Provide inventory reports, as requested.

O. SC Baptist Convention

Support Carolina Conference Adventist Disaster Response by providing personnel to assist with receipt, sorting, storage, and dispersal of solicited and/or unsolicited donated goods in warehouse operations.

P. United Way Association of South Carolina (UWASC)/SC Commission on National & Community Service

1. Assist with directing unaffiliated/unsolicited volunteers to participating organizations through the Get Connected website from both within and outside the State during a disaster or emergency.
2. Maintain communications with Volunteer Organizations Active in Disasters (VOAD) and ESF-18.

3. Provide the Americorps and other national service streams database information, as required.

Q. Veterans of Foreign Wars

Assist with recovery and mitigation tasks as outlined in Annex 14 (Recovery and Mitigation) and Annex 24 (Business and Industry).

VI. FEDERAL ASSISTANCE

- A. This Annex has no direct counterpart in the National Response Framework (NRF). However, the Volunteer and Donations Support Annex in the National Response Framework outlines the Federal response within this function and includes:
 - Enhanced voluntary agency coordination.
 - Assistance in establishing a donation coordination team and donation coordination center.
 - Technical and managerial support.
 - National network of information and contacts to assist donations specialists in the field.
 - Communications support, as necessary.
- B. The Federal Emergency Management Agency (FEMA) will coordinate the Federal response under this function and will appoint a Regional Point of Contact. State ESF-18 will coordinate with the Regional Point of Contact to obtain Federal assistance when required.

VII. ATTACHMENTS

- A. Memorandum of Understanding between the South Carolina Emergency Management Division and Adventist Community Services
- B. Memorandum of Understanding between the South Carolina Emergency Management Division and SC Food Bank Association (Feeding America)
- C. Memorandum of Understanding between the South Carolina Emergency Management Division and United Way Association of South Carolina
- D. Memorandum of Understanding between the VFW and SCEMD

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH
CAROLINA EMERGENCY MANAGEMENT DIVISION AND ADVENTIST
COMMUNITY SERVICES

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION AND SOUTH CAROLINA FOOD BANK
ASSOCIATIONMEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
AND
SOUTH CAROLINA FOOD BANK ASSOCIATION

I. PURPOSE

This Memorandum of Understanding (hereafter MOU) is made and entered into by and between the South Carolina Emergency Management Division (hereafter SCEMD) and the South Carolina Food Bank Association (hereafter SCFBA).

II. AUTHORITY

This MOU is made under the authority of 25 SC Code Ann Regs 58-101(A)(1)(2001). Under this provision, SCEMD may, by agreement or operation of law, charge persons or groups with duties incident to the protection of life and property within the state during an emergency. This agreement will be governed by and construed in accordance with the law of the State of South Carolina.

III. RECITALS

WHEREAS, the South Carolina Emergency Management Division has statutory responsibility under 25 SC Code Ann Regs 58-101(A)(1)(2001) to prevent, minimize and repair injury and damage resulting from any type of disaster.

WHEREAS, the South Carolina Emergency Management Division designates the Harvest Hope Food Bank, as the Lead Disaster Food Bank Unit (hereafter LDFBU) of the South Carolina Food Bank Association (hereafter Association), as a support agency to Emergency Support Function 11 (ESF-11) (Food Services) with responsibilities to coordinate the receipt, storage, and distribution of unsolicited donated food and grocery items as part of the South Carolina Donated Goods and Volunteer Services Management System (hereafter DGVSMS). The State further recognizes that HHFB and the members of SCFBA are non-profit organizations (with finite resources) and it is in the best interest for all disaster response efforts to maximize efficiencies. Normal distribution methods and daily "food banking"/hunger relief practices need to be reestablished by HHFB and SCFBA as soon as possible after a disaster situation is under control.

WHEREAS, the South Carolina Food Bank Association has designated through the SCFBA Disaster plan, Harvest Hope Food Bank as LDFBU; however, if HHFB location becomes severely affected as a result of a disaster, functions of LDFBU would be transferred to one of the four other food banks within SC as deemed appropriate by the SCFBA.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

- A. Parties: The Parties to the MOU are:
 - 1. South Carolina Food Bank Association
 - 2. South Carolina Emergency Management Division as the representative of the State of South Carolina
- B. Term: The agreement shall become effective upon execution by all parties and shall remain in effect until termination in writing. Any party, in writing with or without cause, may make such termination at any time. Any termination under this MOU shall be without prejudice or hardship to any obligations and liabilities of any party already accrued prior to such termination.
- C. Activation: The agreement shall be activated by request of the SCEMD in coordination with Emergency Support Function (ESF) 18.
- D. Terms and Conditions: The interchange provided by this agreement shall be handled as follows:
 - 1. HHFB will provide coordination and management of the receipt, storage, and distribution of unsolicited donated food and grocery items during a disaster or emergency. In order to accomplish this, HHFB will:
 - a. Operate in accordance with its day-to-day procedures for receipt, storage, distribution and overall management of donated food items. HHFB and SCFBA shall be the final authority on all matters dealing with food safety, applicability and integrity standards – in regards to unsolicited donated food and grocery items during times of disaster response.
 - b. Provide a representative for ESF-11 from the SCFBA in the State Emergency Operations Center at 2779 Fish Hatchery Road, West Columbia, SC 29172.
 - c. Increase distribution schedule as necessary in accordance with the SC Food Bank Association Disaster Plan and the America's Second Harvest Disaster Plan to meet the demand for food.

- d. Respond to requests for food (uncooked) from county EOCs where the normal distribution system has been inadequate or overburdened as a direct result of a disaster.
 - e. Request equipment and supplies augmentation to ESF-11 as needed according to the South Carolina Food Bank Association Disaster Plan (2000) and the America's Second Harvest Disaster Relief Response Plan (2000). Provide qualified operators, either paid staff or volunteers, for the equipment.
 - f. When all resources of South Carolina Food Bank Association have been exhausted, request equipment and surplus augmentation to ESF-11.
 - g. Retain surplus unsolicited donated food and grocery items remaining when these food items are no longer needed in the disaster area.
2. State will:
- a. Alert HHFB for further notification of all members of SCFBA in anticipation of possible activation of Donated Goods and Volunteer Services Management System.
 - b. Provide notice of requesting activation of the DGVSMS through ESF-11 to HHFB for further notification of all members of the SCFBA.
 - c. Provide directly or through reimbursement all reasonable equipment and supplies that the HHFB and SCFBA or other members of SCFBA acting as LDFBU may need to complete tasks, including but not limited to, rental trucks, forklifts, pallets, boxes, and tape.
 - d. Train HHFB and SCFBA personnel in the use of WebEOC management software program and other operational procedures in the SEOC.
 - e. Ensure, through ESF-18, that SCFBA is incorporated into the overall DGVSMS.
 - f. Provide all disaster related travel documents and permits needed by HHFB and SCFBA to ensure vehicles can enter and exit declared disaster areas efficiently and safely.

- g. Share information with HHFB and SCFBA on potential sources of transportation (truck/ship/rail/air) services and labor, both civilian and military.
- h. As permitted by law, offer surplus products to HHFB and SCFBA for use in disaster and/or regular hunger relief operations.
- i. Make every effort to minimize burdensome requirements (paperwork, reports, presentation, etc.) on HHFB and SCFBA, in conjunction with disaster relief activities.
- j. Include HHFB and the members of SCFBA in all disaster public information pieces and press releases where applicable.
- k. Support HHFB and SCFBA in promoting donations intelligence as part of an overall public education component in disaster mitigation and response.

V. INDEMNIFICATION AND LIABILITIES

- A. SCFBA shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the State harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, HHFB and SCFBA agree that it is not an employee or agent of the State, but is an independent 501 (c) (3) non-profit organization and as such must abide by strict Federal regulations that govern the handling and accountability for donated goods.
- B. To the extent permitted by law, the State shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the HHFB and SCFBA harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement.
- C. The State recognizes that HHFB, SCFBA, its staff and volunteers are not employees or agents of the State in any form and that they maintain their own system of management and personnel policies.
- D. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of South Carolina to be sued by third parties in any matter arising out of any contract.

- E. SCFBA agrees to indemnify, defend, and hold free and harmless, the State and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of SCFBA, its agents, servants, or employees relating to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the State or its agents, servants, and employees.
- F. The State agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, HHFB and SCFBA and each of its volunteers, members, agents, servants, employees, officers, and directors from and against any and all actions, claims, liabilities, assertion of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of the State its agents, servants, or employees relating to this MOU, including but not limited to claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the State or its agents, servants, and employees.

VI. INTEGRATION

This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings, and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter herein.

VII. MODIFICATIONS

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

VIII. EFFECTIVE DATE AND EXECUTION

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

In Witness Whereof, the signing parties have caused this agreement to be executed by and between them.



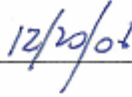
Ronald C. Osborne, Director
S. C. Emergency Management Division



Date



Barry Forde, Chair
South Carolina Food Bank Association



Date



Denise Holland, Executive Director
Harvest Hope Food Bank as LDFBU



Date

ATTACHMENT C

MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION AND UNITED WAY ASSOCIATION OF
SOUTH CAROLINA

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

AND

UNITED WAY ASSOCIATION OF SOUTH CAROLINA

I. PURPOSE

This Memorandum of Understanding (hereinafter MOU) is made and entered into by and between the South Carolina Emergency Management Division (hereinafter "SCEMD") and United Way Association of South Carolina ("United Way") for the purposes set out herein. SCEMD, fully understanding that it is its sole responsibility to provide for the emergency needs of the State's residents following a major disaster, enters into this agreement with United Way for the purpose of obtaining the United Way's assistance in coordinating and managing the influx of volunteers who respond as a result of major disasters and to obtain the United Way's assistance in answering overflow calls from the Public Information Phone System (PIPS) using information provided by SCEMD.

II. AUTHORITY

Pursuant to S.C. Code Ann. 25-1-420(a) (Supp. 2002), SCEMD is solely responsible for coordinating the efforts of all state, county, and municipal agencies and departments in developing a State Emergency Operations Plan.

Pursuant to 24 S.C. Code Ann. Regs. 58-101(A)(1) (1992), by agreement or operation of law, persons or groups may be charged with the duties incident to the protection of life and property within the state during an emergency.

In its lawful responsibility for coordinating and developing a State Emergency Operations Plan, SCEMD has the authority to enter into this agreement on behalf of the State of South Carolina (the "State").

This agreement will be governed by and construed in accordance with the law of the State of South Carolina.

III. RECITALS

WHEREAS, SCEMD recognizes that United Way possesses expertise in coordinating and managing volunteer resources and answering requests for information from the general public.

WHEREAS, SCEMD designates United Way as a support agency of Emergency Support Function 18, Donated Goods and Volunteer Services (hereinafter ESF 18), and to PIPS which is SCEMD's public information phone system.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

- A. Parties: The Parties to the MOU are:
 - 1. United Way
 - 2. South Carolina Emergency Management Division as the representative of the State of South Carolina.
- B. Term: The agreement shall become effective upon execution by both parties and shall remain in effect until 30 days after receipt of termination in writing. Either party in writing with or without cause may make such termination at any time without notice. Any termination under this MOU shall be without prejudice or hardship to any obligations and liabilities of either party already accrued prior to such termination.
- C. Activation: The agreement shall be activated by request of SCEMD in coordination with ESF 18.
- D. Terms and Conditions: The interchange provided by this agreement shall be handled as follows:
 - 1. United Way will provide coordination of United Way volunteers and assist ESF 18 with unaffiliated/unsolicited volunteers from both within and outside the state during a disaster or emergency. In order to accomplish this, United Way will:
 - a. Help ESF 18 identify and coordinate volunteers to support local/statewide preparedness and response activities.
 - b. Help coordinate offers of volunteer services from United Way and other chapters of United Way.
 - c. Assist ESF 18 with coordination of other organizations that offer volunteer services during a disaster or emergency.
 - d. Provide a representative at the State Emergency Operations Center (hereinafter SEOC) during and following a disaster to assist ESF 18 responding to volunteers' offers of service.

This representative will also assist ESF 18 in coordinating requests for service with volunteers' offers of services.

2. The United Way will provide volunteer services to answer overflow calls from the general public using information provided by SCEMD.
3. The State will:
 - a. Provide notice of requested activation of Donated Goods and Volunteer Services Management System through ESF 18 and/or PIPS to the United Way.
 - b. As requested, train United Way representatives in WebEOC, Aidmatrix and other operational procedures and software as necessary in the SEOC.
 - c. Allow United Way representative assisting in the SEOC in ESF 18 to operate a laptop computer for accessing United Way database of volunteers. SCEMD will provide technical support for this laptop, if necessary, but does not assume any liability for damage to or support of the equipment itself or the software it supports. SCEMD will not be responsible for technical support that requires expertise or accommodation beyond its capability. Also, United Way understands that, Internet connections for United Way equipment will be accessible through the SCEMD computer network.
 - d. Provide United Way representatives with appropriate information to assist them in answering questions and inquiries from the general public when activated to serve as a backup to PIPS.

V. INDEMNIFICATION AND LIABILITY

- A. United Way shall be solely responsible to third parties with which it contracts to carry out the terms of this agreement and shall hold the State harmless against all claims of whatever nature by third parties arising out of its agents' or contractors' performance of work under this agreement. For purposes of this agreement, United Way agrees that it is not an employee or agent of the State, but is an independent 501(c)(3) non-profit organization.
- B. The State shall be solely responsible to third parties with which it contracts to carry out the terms of this agreement, and shall hold the

United Way harmless against all claims of whatsoever nature by third parties arising out of agents' or contractors' performance of work under this agreement.

- C. To the extent permitted by law, the State shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall hold the United Way harmless against all claims of whatever nature by third parties arising out the performance of work under this agreement.
- D. The State recognizes that United Way, its staff and volunteers are not employees or agents of the State in any form and that they maintain their own system of management and personnel policies.
- E. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of South Carolina to be sued by third parties in any matter arising out of any contract.
- F. United Way agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, the State and each of its volunteers, members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities of any nature or otherwise of United Way, its agents, servants, or employees relating to this MOU, including but not limited to, a claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the State or its agents, servants, and employees.
- G. The State agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, United Way and each of its volunteers, members, agents, servants, employees, officers, and directors from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities of any nature or otherwise of the State, its agents, servants, or employees relating to this MOU, including but not limited to a claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the United Way or its agents, servants, and employees.

VI. INTEGRATION

This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof.

VII. MODIFICATIONS

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

VIII. EFFECTIVE DATE AND EXECUTION

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

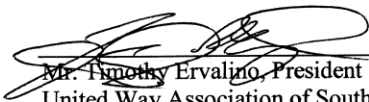
In Witness Whereof, the signing parties have caused this agreement to be executed by and between them.

Each of the persons signing below warrants that [he/she] is duly authorized by the entity shown below to sign this agreement on behalf of that entity.



Ronald C. Osborne, Director
S.C. Emergency Management Division

1/28/2009
Date



Mr. Timothy Ervalino, President
United Way Association of South Carolina

1-27-2009
Date

ATTACHMENT D

MEMORANDUM OF UNDERSTANDING BETWEEN THE VETERANS OF FOREIGN
WARS AND THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
AND
VETERANS OF FOREIGN WARS OF THE UNITED STATES
DEPARTMENT OF SOUTH CAROLINA
HEADQUARTERS

I. PURPOSE

This Memorandum of Understanding (hereinafter MOU) is made and entered into by and between the South Carolina Emergency Management Division (hereinafter SCEMD) and the Veterans of Foreign Wars of the United States, Department of South Carolina, Headquarters (hereinafter SC-VFW HQ) for the purpose of carrying out the disaster relief responsibilities of each agency. The SCEMD, fully understanding its responsibility to provide for the emergency needs of South Carolina residents and visitors during and following catastrophic events or major disasters, enters into this agreement with SC-VFW HQ to enable it to contribute and assist in meeting these needs by utilizing the facilities and volunteer staff of SC-VFW HQ to serve as an evacuee processing facility/evacuee assistance center and a remote Emergency Support Function location in the event of catastrophic events or major disasters. Additionally, SC-VFW HQ will coordinate the assistance and contribution of cooperating VFW Districts and Statewide VFW Posts to the disaster relief mission.

II. AUTHORITY

This MOU is entered into under the authority of 24 SC Ann Regs 58-101 (A)(1)(1980). Under this provision SCEMD may, by agreement or operation of law, charge persons or groups with duties incident to the protection of life and property within the state during an emergency. This agreement will be governed by and construed in accordance with the law of the State of South Carolina.

III. RECITALS

WHEREAS, the South Carolina Emergency Management Division has statutory responsibility under SC Code §25-1-420 to prevent, minimize, repair, injury and damage resulting from any type of disaster.

WHEREAS, the South Carolina Emergency Management Division designates Veterans of Foreign Wars of the United States, Department of South Carolina, Headquarters as a support agency to the State Emergency Support Function for Business and Industry (ESF #24) and with responsibilities to assist evacuee processing and evacuee assistance operations for impacted areas in the vicinity of its Headquarters and any cooperating VFW Posts within the state.

WHEREAS, Veterans of Foreign Wars of the United States, Department of South Carolina, Headquarters extends voluntary services and operations throughout the state of South Carolina via cooperating Statewide VFW Posts.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

1. Parties: The Parties to the MOU are:
 - A. Veterans of Foreign Wars of the United States, Department of South Carolina
 - B. South Carolina Emergency Management Division
2. Term: The agreement shall become effective upon execution by both parties and shall remain in effect until 30 days after notification of termination in writing. Either party in writing with or without cause may make such termination notification at any time. Any termination under this MOU shall be without prejudice or hardship to any obligations and liabilities of either party already accrued prior to such termination.
3. Activation: The agreement shall be activated by request of the SCEMD.
4. Terms and Conditions: The interchange provided by this agreement shall be handled as follows:
 - A. SC-VFW HQ will provide use of its facilities, staff, and volunteers to :
 - i. operate an evacuee processing center in the event of a catastrophic event or major disaster that results in evacuees being transported to the greater Columbia area;
 - ii. assist in operating an Evacuee Assistance Center in the event of a major disaster or catastrophic event;
 - iii. assist in operating an Evacuee Processing Center in the event of a mass transportation evacuation operation;
 - iv. participate in and assist in operating a State Emergency Support Function operations facility (ESF #24, Business and Industry);
 - v. coordinate with ESF #18, Donated Goods and Volunteer Services, the use of facilities, staff and volunteers of SC-VFW HQ, State VFW Districts and Statewide VFW Posts that agree to participate in emergency relief missions; and
 - vi. provide a generator hookup switch at SC-VFW HQ to facilitate the use of a generator (to be provided as required by the State)
 - B. SCEMD (The State) will provide:

- i. membership for SC-VFW HQ in ESF #24, the State Emergency Support Function for Business and Industry, and ESF #18, the State Emergency Support Function for Donated Goods and Volunteer Services;
- ii. emergency operations training and exercise opportunities for SC-VFW HQ;
- iii. Community Emergency Response Team (CERT) training for SC-VFW HQ staff and volunteers and assist in coordinating local CERT training for State VFW Districts and Statewide VFW Posts;
- iv. advance notification to SC-VFW HQ in anticipation of mass evacuations or any other emergency activations that may necessitate the use of SC-VFW HQ resources to ensure the safety of South Carolina residents and visitors;
- v. coordination, via the State Emergency Operations Center and appropriate State Emergency Support Functions, of resources and expertise for evacuee processing and evacuee assistance operations; and
- vi. an emergency generator as required for SC-VFW HQ to ensure backup electrical power (after SC-VFW HQ has installed generator hookup switch);

V. INDEMNIFICATION AND LIABILITY

1. SC-VFW HQ shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold SCEMD harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, SC-VFW HQ agrees that it is not an employee or agent of SCEMD, but is an independent contractor.
2. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of South Carolina to be sued by third parties in any matter arising out of any contract.
3. SC-VFW HQ agrees to indemnify, defend, and hold free and harmless, SCEMD and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of SC-VFW HQ, its agents, servants, or employees relating to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by SCEMD or its agents, servants, and employees.

VI. INTEGRATION

This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof.

VII. MODIFICATIONS

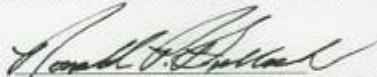
This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

VIII. EFFECTIVE DATE AND EXECUTION


This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature. In Witness Whereof, the signing parties have caused this agreement to be executed by and between them.



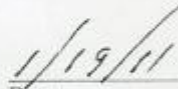
Charles R. Platt, Director
Emergency Management Division
State of South Carolina



Ron Bullock, Commander, Commander
Veterans of Foreign Wars of the United
States Department of South Carolina
Headquarters



Date



Date